



# DEALER INFORMATION FORM

## General Information

Date: 1/23/18

Dealer Legal Name and DBA: Spartan Auto Group LLC DBA Victory Mitsubishi

Federal Tax I.D. number: [REDACTED]

Ownership/Affiliation (i.e. Autonation, Van Tuyl, UAG): N/A

Floor Plan Provider: AFC

New Car Franchise(s): Mitsubishi

Mailing Address: 4070 Boston Rd

City: Bronx State: NY Zip: 10475

Physical Address: 4070 Boston Rd

City: Bronx State: NY Zip: 10475

Phone: 718-515-2277 Fax: 718-515-6440

Dealer Name As It Appears On Contracts: Victory Mitsubishi

Address On Contracts: 4070 Boston Rd Bronx NY 10475

## Contacts

President: Diane Argyropoulos

General Manager: Chris Orsaris

General Sales Manager: Chris Orsaris

Primary Credit / Call Back Contact: Edwin Feebles

Phone: 718-515-2277 Fax: 718-515-6440  
(Callbacks & Funding Notices)

Primary Accounting Contact: Diane Argyropoulos

Phone: 718-515-2277 Fax: 718-515-6440  
(ACH Deposit Notification)

COAF ASM: Ken McGee COAF RSM: Robert Montgomery

# DEALER AGREEMENT



## Agreement

### DEALER AGREEMENT

This agreement, between CAPITAL ONE AUTO FINANCE ("C.O.A.F.") and

**Spartan Auto Group LLC DBA Victory Mitsubishi**

("DEALER - Legal Name and DBA Required").

#### Witnesseth:

**WHEREAS**, Dealer is in the business of selling new and/or used motor vehicles in its ordinary course of business;

**WHEREAS**, Dealer, in its ordinary course of business, will arrange financing for the purchase of such new and/or used motor vehicles by the Dealer's customer (hereinafter the "Debtor"); and

**WHEREAS**, C.O.A.F. desires to purchase from Dealer and Dealer agrees to sell to C.O.A.F., certain promissory notes, contracts, security agreements, guaranties, chattel documents, financing instruments and other documents acquired by the Dealer from the Debtor as part of the financing of the purchase of the new and/or used motor vehicles (such promissory notes, contracts, security agreements, guaranties, chattel documents, financing instruments and other documents hereinafter referred to collectively as the "Receivables") as C.O.A.F., from time to time and in its sole discretion, shall elect to purchase, upon the following terms and conditions:

1. DEALER agrees and does hereby warrant, represent and covenant as to each Receivable as follows:

- (a) that the new or used motor vehicle described in such Receivable was owned by Dealer at the time of the assignment of the Receivable to C.O.A.F.;
- (b) that all Receivables offered by Dealer to C.O.A.F. are valid deferred payment obligations for the amount therein set forth covering new and/or used motor vehicles owned by Dealer free and clear of all liens and encumbrances (except liens and encumbrance created by the Receivables) and are free and clear of any prior outstanding inventory financing security interest;
- (c) DEALER has properly filed of record the Debtor's obligation and grant of security interest within 20 days of the sale date in the subject motor vehicle Dealer has properly perfected said security interest according to applicable law and said security interest shows C.O.A.F. as the secured party or as the proper assignee of the secured party;
- (d) DEALER has obtained a certificate of title for the subject motor vehicle reflecting C.O.A.F. as the primary lien holder;
- (e) DEALER has not made any agreement, either oral or written, affecting C.O.A.F.'s right or relationship with Debtor without C.O.A.F.'s prior express written approval;
- (f) DEALER has a legal right to sell, assign and transfer the receivables to C.O.A.F.;
- (g) DEALER warrants that: All contracts are genuine, signed by persons with full capacity to contract and the only instruments executed for the automobile(s) described therein, and are and will continue free from defenses and off-sets.
- (h) the Dealer is the sole and unconditional owner of such Receivables and has the right to sell same to C.O.A.F.;
- (i) the Dealer has sold, delivered and transferred the new and/or used motor vehicle described in the subject Receivables and has performed all services sold separately to the Debtor or in connection therewith;
- (j) that the descriptions of said new and/or used motor vehicle, or any services related thereto are in all respects true and complete;
- (k) that the Debtor or Debtors named in the Receivables are bona fide Debtors and each Debtor, and any guarantor, had legal capacity to make such contracts;



# DEALER AGREEMENT



## Agreement

- (l) that said new and/or used motor vehicle was sold at fair market value, not as a salvage, and has actually been delivered into the possession of and has been accepted by the Debtor;
  - (m) that the purchase price of said new and/or used motor vehicle was not increased due to or as part of the Dealer financing thereof or due to or as part of the arrangement of the financing described herein;
  - (n) that the down payment made by the Debtor or Debtors have been made in cash unless otherwise specifically provided in writing in said Receivables;
  - (o) that no part of the down payment made by the Debtor or Debtors has been loaned directly or indirectly by Dealer to the Debtor;
  - (p) that on the date of the assignment of the Receivables the subject new and/or used vehicle has been delivered to the Debtor and all required services have been fully performed;
  - (q) that the sale and related financing of the subject new and/or used motor vehicle, and all matters related thereto, comply in all material respects, and was consummated in strict compliance, with all requirements of applicable federal, state, and local laws, and regulations thereunder, including, without limitation, usury laws, the Uniform Consumer Credit Code, and other consumer credit laws and equal credit opportunity and disclosure laws;
  - (r) prior to assigning the Receivables to C.O.A.F., the requisite period, if any, wherein the customer had the right to rescind such a transaction had expired and such customer had not rescinded the transaction;
2. Except as specifically provided in paragraph 3, below, the sale, transfer and assignment of the Receivables to C.O.A.F. by Dealer shall be Without Recourse.
3. At any time prior to the scheduled maturity of any receivable, and upon notice and demand from C.O.A.F., the Dealer hereby agrees to repurchase from C.O.A.F. any Receivable for which there has been a breach of one or more of the Dealer's representations and warranties as set forth in Paragraph 1, above. In the event that Dealer is required to repurchase any Receivable pursuant to this Paragraph 3, the Dealer's repurchase price shall be equal to the total outstanding indebtedness then currently due under the terms of said Receivable.
4. In addition to the covenants contained in Paragraph 3, Dealer hereby agrees to defend, indemnify, and hold harmless C.O.A.F. from and against any and all costs, expenses, losses, damages, claims, and liabilities, arising out of or resulting from the failure of a Receivable to be originated by Dealer or transferred and assigned to C.O.A.F., as the case may be, in compliance with all requirements of all applicable federal, state and local laws and for any breach of any of the Dealer's representations, warranties and covenants contained in this Agreement. As further explanation of, and not in limitation thereof, costs, expenses, losses, damages, claims and liabilities shall be deemed to include:
- A) Loss of principal or interest;
  - B) Claims, including counterclaims of any type;
  - C) Claims for death or injury to any person;
  - D) Claims for damage to any property; and
  - E) Attorney's fees, court costs of investigation and related costs.

The obligation of Dealer provided in this Paragraph 4, the Dealer's obligations provided in Paragraph 3 and the representation and warranties provided in Paragraph 1 hereof, shall survive the closing hereof, and shall remain in full force and effect during any period that any principal or interest for any Receivable shall remain unpaid.

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**DEALER  
AGREEMENT**

23rd

January

18

**Agreement**

5. It is specifically provided that nothing herein shall be deemed to authorize, nor shall C.O.A.F. be deemed to have authorized, any Dealer or any employee or representative of Dealer, to require a Debtor to pay a premium, increase or other additional charge for the purchase price of a new and/or used motor vehicle due to or on account of the financing of such motor vehicle as described herein, and the charge of any such premium, increase or other additional charge by the Dealer, or any employee or representative of Dealer, shall be a breach of the representation and warranty of Dealer as provided in Paragraph 1 (m), above.
6. In the event that any Receivable is prepaid or repurchased by Dealer prior to maturity, C.O.A.F. may rebate charges in accordance with the schedules that may then be in effect regarding such rebates. Any indebtedness owing from C.O.A.F. to Dealer may be set off and applied by C.O.A.F. on any indebtedness or liability, secured or unsecured, of Dealer to C.O.A.F. at any time and from time to time, either before or after maturity and without demand upon or notice to anyone.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice delivered to the non-termination party, provided, however, this Agreement shall remain in full force and effect, despite such termination, as to all receivables theretofore purchased by C.O.A.F. from Dealer under the provisions of this Agreement which then are still unpaid.
8. This Agreement shall insure to the benefit of, and bind, the respective successors and assigns of the parties thereto, provided that this Agreement may not be assigned by Dealer without C.O.A.F.'s express written consent.

**IN WITNESS WHEREOF**, the respective parties thereto have executed this instrument in duplicate this

19 day of January, 2018

**CAPITAL ONE AUTO FINANCE**

8058 Dominion Parkway  
Plano, TX 75024

By (Print Name)

Title

Signature

Date

Spartan Auto Group LLC DBA Victory Mitsubishi

Dealer Legal Name and DBA Required

4070 Boston Rd

Address  
Bronx, NY 10475

Diane Argyropoulos

By (Print Name, must be a corporate officer)

Managing Member

Title

Signature

1/23/18

Date

**DEFENDANTS 76**

# LIST OF CONTROLLING OFFICERS, MANAGERS, MEMBERS, OR PARTNERS



Diane Argyropoulos

Name

Stavros Orsaris

Name

Name

Name

Managing Member

Title

Managing Member

Title

Title

Title

## Dealer Acknowledgement

Signature

Diane Argyropoulos

Printed Name

Managing Member

Title

1/23/18

Date







# SIGNATURE AUTHORIZATION FORM

## Signature Authorization Form

Persons Authorized to Assign Contracts to Capital One Auto Finance without Recourse

Title	Name	Signature
F&I MGR		
Spcl. F&I MGR		
DEALER	Diane Argyropoulos	
GEN MGR		
CONTROLLER	Maria Soares	
OFFICE MGR		

### Other Representatives


### Dealer Acknowledgment

Signature

Diane Argyropoulos

Printed Name

Managing Member

Title

1/23/18

Date



# CERTIFIED COPY OF RESOLUTIONS

THIS IS TO CERTIFY that, at a meeting of the Board of Directors (or Board of Managers/Members or Partners) of Spartan Auto Group LLC DBA Victory Mitsubishi (the "Dealer"), an entity duly organized and existing under the laws of the State of NY, and duly qualified to transact business within the State of NY, which meeting was properly and duly called in accordance with the entity governance documents of the Dealer, held on the 23rd day of January, 2018, at which meeting those present constituted a legally sufficient number qualified to act and transact matters as outlined below, the following Resolutions were adopted and the same have not been altered, amended or revoked:

**RESOLVED**, that the following or such other person or persons as he or she shall, from time to time designate in writing to Capital One Auto Finance ("C.O.A.F.") is each hereby authorized and empowered for and on behalf of and in the name of the Dealer and as its act and deed, and are considered "Authorized Persons" to act on behalf of the Dealer:

Name: Diane Argyropoulos Title: Managing Member

Name: Stavros Orsaris Title: Managing Member

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## AUTHORIZATION TO CONVEY WITHOUT RECOURSE

The Authorized Persons are hereby authorized to sell, transfer, assign, endorse and deliver to C.O.A.F. such Promissory Notes, Lease Agreements, Accounts, Chattel Paper, Documents, Instruments, and Security Agreements as are executed and delivered to the Dealer in connection with the sale of services, consumer goods, equipment, automobiles, trucks, commercial vehicles or trailers, inventory, farm products, goods, general intangibles, and other similar personal property, without recourse to or upon the Dealer; to execute and deliver to C.O.A.F. any Dealer's Agreement, or such similar agreement, as mutually agreed upon, and supplemental agreements amending or revising the terms and conditions of such agreement made, all of which shall set forth in detail the conditions under which such transactions shall be consummated; and to perform all acts and execute and deliver all instruments and documents necessary to consummate the aforementioned transaction or which C.O.A.F. may deem necessary to carry out the purpose of these Resolutions, including, but not limited to, the authorization and endorsement without recourse of revisions and extensions of such aforementioned evidences of indebtedness.

**RESOLVED FURTHER**, that all prior acts of the officers or other authorized persons of the Dealer in negotiating and consummating any transactions above authorized, and the execution of any and all instruments to evidence such transactions, are hereby approved and ratified.

**RESOLVED FURTHER**, that C.O.A.F. is hereby authorized to apply at any time any money or property in its hands belonging to the Dealer on any indebtedness or liability, secured or unsecured, of the Dealer to C.O.A.F. either before or after maturity and without demand upon notice to anyone.

**RESOLVED FURTHER**, that a certified copy of these Resolutions be delivered to C.O.A.F., and that they shall remain in full force and effect until written notice of their repeal shall have been actually received by C.O.A.F.

The undersigned hereby certify that they have the listed title of the Dealer, and that as such have possession of the entity governance records of the Dealer. The undersigned further certifies that the authority conferred by the above Resolutions is not inconsistent with the entity governance documents of the Dealer, nor the laws of the State of NY.

IN WITNESS WHEREOF, the Managing Member (title) of the Dealer has hereunto set his/her hands officially and affixed the seal of the Dealer this 23rd day of January, 2018.

ATTEST:

Signature: 

Printed Name: Diane Argyropoulos

Title: Managing Member

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# DEALER ACKNOWLEDGEMENT

At Capital One, compliance with both the Fair Credit Reporting Act and fair lending law is a top priority. We know that you share our strong commitment to treat customers fairly and do not tolerate discrimination of any kind.

## EQUAL CREDIT OPPORTUNITY ACT

As you know, the Consumer Financial Protection Bureau ("CFPB") has published guidance on compliance with fair lending laws when it comes to indirect auto lending (available at [http://files.consumerfinance.gov/f/201303\\_cfpb\\_march\\_-Auto-Finance-Bulletin.pdf](http://files.consumerfinance.gov/f/201303_cfpb_march_-Auto-Finance-Bulletin.pdf)), and NADA has published a Fair Credit Compliance Policy & Program guide that is available at [http://www.nada.org/NR/rdonlyres/316F7BE3-499B-4A54-B56A-EFDF8414B04B/0/NADA\\_Fair\\_Credit\\_CompliancePolicy\\_Program.pdf](http://www.nada.org/NR/rdonlyres/316F7BE3-499B-4A54-B56A-EFDF8414B04B/0/NADA_Fair_Credit_CompliancePolicy_Program.pdf)

As a dealer that sells retail installment contracts to Capital One, we ask that you:

- Be aware that the Equal Credit Opportunity Act ("ECOA") and Regulation B prohibit lenders such as auto dealers from discriminating against customers on the basis of race, color, religion, national origin, sex, marital status, age, or the receipt of income derived from any public assistance program. Similar state laws have additional prohibitions.
- Be aware that fair lending laws apply to many aspects of a customer's dealings with you, including the pricing of retail installment contracts and dealer markups.
- Remember that ECOA has been interpreted to prohibit not only intentional discrimination, but also unintentional discrimination under a legal theory known as "disparate impact." Discrimination can be found where a lender has no intent to discriminate and where a practice appears neutral on its face if it is later determined that a particular class of borrower was negatively impacted.
- Remember that we expect our dealers to ensure that their pricing practices are appropriate and be aware that like many other financial institutions, we monitor the pricing and dealer participation on retail contracts. If we see recurring disparities, we'll reach out to you to discuss them further.

## FAIR CREDIT REPORTING ACT

Under the Fair Credit Reporting Act you are either a "user" of credit information, a consumer reporting agency (depending on your method of operation), or exempt except for disclosure requirements. Most of the law is not complicated, but there are various parts which need interpretation.

- Whenever you submit an application on a consumer and it is declined, the Fair Credit Reporting Act requires you to inform the consumer of the name and address of each creditor/potential assignee to whom you submitted the application. For your protection as well as ours, this notice should be in writing.
- Should the financing source to whom you submitted the application reject the deal and supply you credit information, you may find yourself being a "user" of a report and, depending on the information received, trigger additional responsibilities. As a result, only our credit decision will be given on a credit application called in to us. This policy will remain in effect until official interpretation exempts us from being considered a consumer reporting agency if additional information is given to you.

While we have shared a long-standing commitment to fair lending, we want to reaffirm our support of the auto industry's efforts to eliminate any unlawful lending practices where they may exist and reiterate our expectations of our dealer partners as it pertains to fair lending laws. Thank you and we look forward to a wonderful relationship.

### Dealer Acknowledgment:

Spartan Auto Group LLC DBA Victory Mitsubishi

Dealer Name (Print Name)

Managing Member

Title

Dealer Signature

1/23/18

Date



# CONSENT TO RECEIVE FACSIMILE



## Consent to Receive Facsimile Advertisements

Spartan Auto Group LLC DBA Victory Mitsubishi ("Dealer") hereby consents to the receipt of unsolicited facsimile advertisements and any other type of facsimile transmission from Capital One Auto Finance, Inc. and any of its affiliates, subsidiaries or parent company (collectively "Capital One") at any of the Dealer's telephone numbers capable of receiving facsimile transmissions.

Date: 1/23/18

"Dealer"

By:   
(Signature)

Diane Argyropoulos  
(Printed Name)

It's: Managing Member  
(Title)

# ACH AUTHORIZATION FORM



## Dealer Information

Dealership Name: Spartan Auto Group LLC DBA Victory Mitsubishi

Address: 4070 Boston Rd

(P.O. Box only if mail is not delivered to your street address.)

City: Bronx

State: NY

Zip: 10475

Capital One Auto Finance should send ACH information Attention of: Diane Argyropoulos

(ACH Designee)

The ACH Designee's direct phone number is: 718-515-2277

The ACH Designee's direct fax number is: 718-515-6440

## Bank Information

Bank Name: HSBC

Phone: 718-515-2277

Name of a contact at the bank listed above: Diane

EXT: \_\_\_\_\_

Address: \_\_\_\_\_

(This should be the address of the Branch that handles the ACH transactions to your account.)

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Bank ABA Transit Number: \_\_\_\_\_

(Must be taken from a check and not a deposit slip and must be nine digits)

Bank Account Number: \_\_\_\_\_

As an authorized officer, partner, or managing member of the above named Dealership (the "Authorized Party") I hereby authorize Capital One Auto Finance ("COAF") to initiate credit entries to the above named account. If any credit entry must be adjusted and funds returned to COAF, I will request the monies to be returned electronically, either by ACH or by Wire Transfer to COAF pursuant to COAF's direction. This authority is to remain in full force and effect until COAF has received written notification from the Dealership of its termination in such time and in such manner as to afford COAF and the above named bank a reasonable opportunity to act on the notification. It is the Dealership's responsibility to notify Capital One Auto Finance of any changes in its Authorized Party.

Signature of Authorized Party: \_\_\_\_\_

Date: 1/23/18

Printed Name and Title of Authorized Party: Diane Argyropoulos/Managing Member

\*Please include a copy of a voided check OR a letter from your bank.